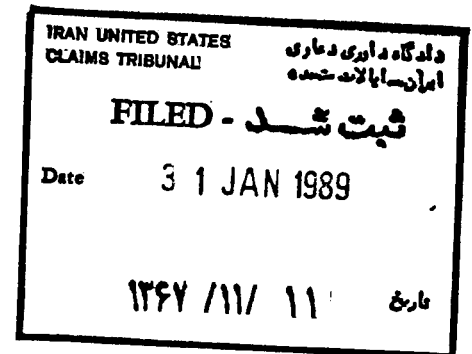


TADJER-COHEN ASSOCIATES, INC.,
a claim of less than U.S.\$250,000 presented
by THE UNITED STATES OF AMERICA,
Claimant,

and

THE ISLAMIC REPUBLIC OF IRAN,
Respondent.



DUPLICATE
ORIGINAL

نسخه برابر اصل

AWARD ON AGREED TERMS

1. On 19 January 1982 the United States of America presented a claim of less than U.S.\$250,000 on behalf of TADJER-COHEN ASSOCIATES, INC. ("the Claimant") against THE ISLAMIC REPUBLIC OF IRAN ("Iran").

2. On 31 October 1988 the Claimant, T.C.S.B., INC. and BANK MASKAN OF THE ISLAMIC REPUBLIC OF IRAN ("Bank Maskan") entered into a Settlement Agreement, in which it was agreed that the Claimant would be paid U.S.\$155,000 "[in] consideration of full and final settlement of all disputes, differences, claims and counterclaims existing or capable of arising in connection with" this Case.

3. On 13 January 1989 a Joint Request for an Arbitral Award on Agreed Terms ("Joint Request") was filed with the Tribunal, signed by the Deputy Agent of the Government of the Islamic Republic of Iran and by the Deputy Agent of the Government of the United States of America, ratifying the Settlement Agreement and requesting that it be recorded as an Arbitral Award on Agreed Terms. The Settlement Agreement is annexed to the Joint Request and is incorporated herein by reference.

4. The Tribunal has satisfied itself that it has jurisdiction in this matter under the terms of the Claims Settlement Declaration.

5. For the foregoing reasons,

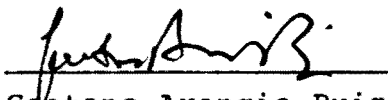
THE TRIBUNAL AWARDS AS FOLLOWS:

a. Pursuant to Article 34(1) of the Tribunal Rules, the Settlement Agreement filed with the Joint Request is hereby accepted and recorded as an Award on Agreed Terms, binding on TADJER-COHEN ASSOCIATES, INC., T.C.S.B., INC., BANK MASKAN OF THE ISLAMIC REPUBLIC OF IRAN and THE ISLAMIC REPUBLIC OF IRAN in complete and

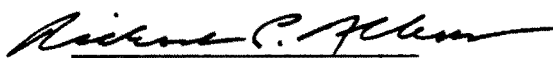
final settlement of all claims and counterclaims now existing or capable of arising in connection with this Case, in accordance with the terms of the Settlement Agreement.

- b. BANK MASKAN OF THE ISLAMIC REPUBLIC OF IRAN shall pay the Claimant TADJER-COHEN ASSOCIATES, INC., the sum of One Hundred and Fifty Five Thousand United States Dollars (U.S.\$155,000), which obligation shall be satisfied by payment out of the Security Account established pursuant to paragraph 7 of the Declaration of the Government of the Democratic and Popular Republic of Algeria of 19 January 1981.
- c. This Award is hereby submitted to the President of the Tribunal for notification to the Escrow Agent.

Dated, The Hague
31 January 1989


Gaetano Arangio-Ruiz
Chairman
Chamber Three

In the name of God


Richard C. Allison


Parviz Ansari Moin

IN THE NAME OF GOD

123

Iran-U.S. Claims Tribunal

The Hague

The Netherlands

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه و اداری و مالی ایران - ایالات متحده
FILED - ثبت شد	
Date	13 JAN 1989
۱۳۶۷ / ۱۰ / ۲۲	
تاریخ	

The Government of the United States
of America on behalf and for the bene-
fit of Tadjer-Cohen Associates, Inc., a
United States national,

Claimant :

-and-

Islamic Republic of Iran

Respondent :

Case No. 12118

Chamber Three

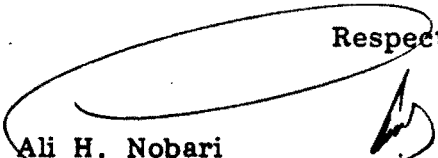
JOINT REQUEST FOR ARBITRAL AWARD ON AGREED TERMS

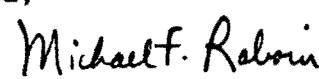
Pursuant to Article 34 of the Tribunal Rules, the Government of the United States of America, and the Government of the Islamic Republic of Iran, jointly request that the Tribunal issue an Arbitral Award on Agreed Terms that will record and give effect to the Settlement Agreement reached by Tadjer-Cohen Associates, Inc. (TCA) and T.C.S.B. Inc. on the one part and Bank Maskan of the Islamic Republic of Iran, on the other, a copy of which is attached hereto.

On 31.10.1988, TCA, TCSB and Bank Maskan have entered into a Settlement Agreement providing inter alia that TCA will be paid the amount of US \$ 155,000/- (one hundred fifty five thousand United States dollars only) in complete and final settlement of all claims and counterclaims now existing or capable of arising in connection with this case.

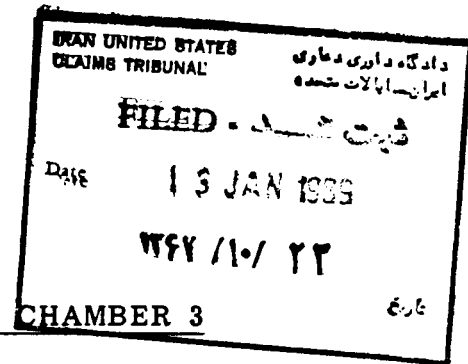
The undersigned hereby ratify the said agreement and request the Tribunal to record it as an Arbitral Award on Agreed Terms, with payment to be made to Tadjer-Cohen Associates, Inc., out of the Security Account and to declare Case No. 12118 terminated in its entirety and with prejudice.

Respectfully submitted,


Ali H. Nobari
Deputy Agent of the Government
of the Islamic Republic of Iran to
the Iran-U.S. Claims Tribunal


Michael F. Raboin,
Deputy Agent of the Government of
the United States of America to the
Iran-U.S. Claims Tribunal

IN THE NAME OF GOD



SETTLEMENT AGREEMENT IN CASE NO. 12118, CHAMBER 3

This Settlement Agreement (the "Agreement") is made this 31st day of October 1988 (9 Aban 1367), by and between Bank Maskan of the Islamic Republic of Iran (hereinafter referred to as "Bank Maskan"), on one part, and Tadjer-Cohen Associates, Incorporated (hereinafter "TCA") and T.C.S.B., Inc (hereinafter "TCSB"), both United States nationals, on the other part.

WHEREAS, TCSB has assigned its claims against Bank Maskan to TCA; and Government of the United States of America has filed those claims with the Iran-U.S. Claims Tribunal ("the Tribunal") on behalf and for the benefit of TCA;

WHEREAS, Bank Maskan, TCA and TCSB (hereinafter collectively referred to as "the Parties") wish to settle all claims and disputes outstanding or capable of arising in connection with Case No.12118 ("the Case") and its subject matters;

THEREFORE, the Parties agree as follows:

Article One

The scope and subject matter of this Agreement is to settle, dismiss and terminate forever and with prejudice all disputes, differences, claims, counterclaims (including but not limited to the counterclaims for Iranian taxes and social security premiums), and matters directly or indirectly, raised or capable of arising out of the relationships, transactions, contracts, and events related to the subject matters of the Case No.12118, against Bank Maskan, its predecessors and successors and/or against the Islamic Republic of Iran, its political subdivisions, Iranian entities, agencies, organizations, institutions and instrumentalities (hereinafter collectively referred to as "Iran").

Article Two

In consideration of full and final settlement of all disputes, differences, claims and counterclaims existing or capable of arising in connection with Case No.12118, TCA will be paid the sum of one hundred fifty five thousand United States dollars (US \$ 155,000.00) (the "Settlement Amount").

The Parties agree to submit this Agreement to the Agents of the Government of the United States of America and the Islamic Republic of Iran for the submission thereof to the Tribunal on or before 31st of Jan. 1989, together with a joint motion requesting the Tribunal to record it as an Arbitral Award on Agreed Terms.

Article Three

Upon the issuance by the Tribunal of the Award on Agreed Terms, the Parties shall cause, without delay and with prejudice, all proceedings between the Parties and against Iran, in all courts, forums, or before any authority or administrative body (including but not limited to the claim of Bank Maskan against TCSB in the public court of Tehran, Branch No.29) to be dismissed, withdrawn and terminated, and shall be barred from instituting and/or continuing with any proceedings before the Tribunal or any other forums, authority or administrative body whatsoever, including but not limited to any court in the United States of America or the Islamic Republic of Iran, in relation to the claims or counterclaims related to the Case.

Article Four

(1) Upon the issuance by the Tribunal of the Award on Agreed Terms, TCA and TCSB shall for themselves and their parent companies (should there be any), subsidiaries, affiliates, directors, officers, and employees (and for the successors, transferees, and assigns of themselves and their parent companies, subsidiaries, affiliates, directors, officers, and employees) by this Agreement release and

forever discharge Bank Maskan and its parent companies (should there be any), subsidiaries, affiliates, directors, officers and employees (and the successors, transferees, and assigns of itself and of its parent companies, subsidiaries, affiliates, directors, officers and employees) and Iran from any and all liability that they have ever had, now have and/or in the future may have in connection with the Case.

(2) Upon the issuance by the Tribunal of the Award on Agreed Terms, Bank Maskan shall, for itself and its parent companies (should there be any), subsidiaries, affiliates, directors, officers and employees (and for the successors, transferees, and assigns of itself and its parent companies, subsidiaries, affiliates, directors, officers and employees) by this Agreement release and forever discharge TCA, TCSB and their parent companies (should there be any), subsidiaries, affiliates, directors, officers and employees (and the successors, transferees, and assigns of themselves and of their parent companies, subsidiaries, affiliates, directors, officers and employees) from any and all liability that they have ever had, now have and/or in the future may have in connection with the Case.

(3) Should any claims be pending or filed by a third party in any court or forum against either of the parties hereto based on any assignment or transfer of rights of any kind from one of the parties hereto, the party who has effected or caused such assignment or transfer of right shall be exclusively liable to such third party.

Article Five

Upon the issuance by the Tribunal of the Award on Agreed Terms, the Parties shall waive any and all claims for costs (including attorney's fees) arising out of or related to the arbitration, prosecution or defence of the claims or counterclaims asserted (or which might have been asserted) before the Tribunal, U.S. courts or elsewhere with respect to and in connection with the matters involved in the Case.

Article Six

Upon the issuance by the Tribunal of the Award on Agreed Terms, the releases, dismissals, waivers and withdrawals contained and referred to in this Settlement Agreement shall become self-executing. After the issuance of the Award on Agreed Terms by the Tribunal, no further document need to be executed by the Parties in implementing this Agreement.

Article Seven

(1) It is agreed that this Settlement Agreement is made in a spirit of private settlement of disputes, that it shall be null and void if not approved by the Tribunal and that it shall not affect any position of Parties in any matter other than Case No .12118. The Parties further agree that they shall not use, or cause any person to use this Settlement Agreement in the prosecution or defence of any cases before the Iran-U.S. Claims Tribunal or any other forum, except that the Parties may use this Agreement for the purpose of implementing its terms.

(2) This Settlement Agreement is for the sole purpose of settling Case No .12118. Nothing in this Settlement Agreement shall be relied upon or construed as relevant to or to affect in any way any argument Bank Maskan or Iran have raised, or may raise, concerning the jurisdiction or the merits of this case or any other cases whether before the Tribunal or any other forum.

(3) Further, nothing in this Agreement, including the releases and waivers set forth in Article 4 hereinabove, shall constitute or be construed as waiver of, or release from, or affect in any way any counterclaims raised by Bank Maskan, Iran and/or any of the respondents in Case No .395 before the Chamber 3 of the Tribunal against the Claimant therein.

Article Eight

This Settlement Agreement may be declared null and void if not approved by the Bank Maskan authorities and not filed with the Tribunal by 31st of Jan. 1989, and in that event, no party to this Agreement may rely upon, cite or publish its terms and the Parties shall be placed in the same positions as they were before the date of this Agreement.

Article Nine

For the purpose of construction and interpretation of this Agreement the entire Agreement shall be read and construed as a whole without giving any specific effect to any article separately.

Article Ten

This Agreement has been written and signed in both languages of Persian and English and each text shall have the same and equal validity.

The representatives of the Parties hereto expressly declare that they are duly empowered to sign this Agreement and their signatures will commit their respective principals to fulfillment of their obligations under this Agreement without any limitations except as may otherwise be contained in this Settlement Agreement.

In witness whereof, the Parties hereto have executed and delivered this Agreement.

Tadger-Cohen Associates
Inc (TCA)

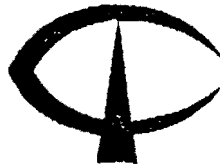
Bank Maskan of the Islamic
Republic of Iran

By Mark N. Brain
Date 10/31/88

By A. Shar Reza Gholl
Date 11/24/88

T.C.S.B. Inc. (TCSB)

By Mark N. Brain
Date 10/31/88



Tadjler-Cohen-Associates Inc • Consulting Structural Engineers

March 8, 1988

To Whom It May Concern:

Acting with full authority of the Board of Directors, I certify that Mr. Mark N. Bravin is authorized to represent Tadjler-Cohen-Associates, Inc. in its claim against the Islamic Republic of Iran, et al. before the Iran-United States Claims Tribunal, Case No. 12118, and to negotiate and conclude a settlement of the claim should such an opportunity arise.

TADJLER-COHEN-ASSOCIATES INC.

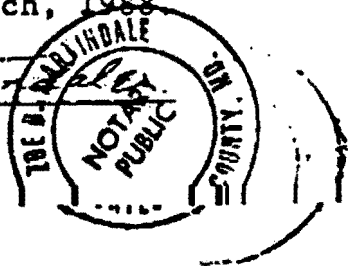
By Eric L. Edelson
Title Vice President.

STATE OF MARYLAND
COUNTY OF MONTGOMERY

Subscribed and sworn to this 8th day of March, 1988

For B. Martin
Notary Public

My commission expires 7/1/90



Zlvan Cohen P.E. Eric L. Edelson P.E. Karl H. Jones Varinder M. Abrol P.E.
1109 Spring Street Silver Spring, Maryland 20910 (301) 587-1820

T C S B

P. O. Box 449
Tyler, Texas 75710

David M. Fender
President

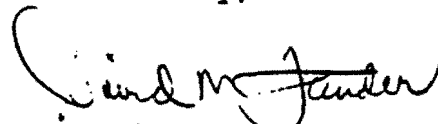
(214) 531-6000
Telefax (214) 593-8764

Re: Case No. 12118 Before the Iran-U.S. Claims Tribunal

TO WHOM IT MAY CONCERN:

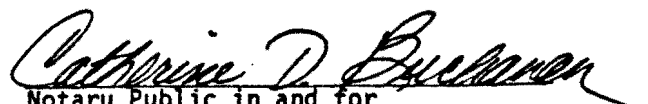
TCSB, Inc., the real party in interest in Case No. 12118, Tadjer-Cohen Associates, Inc. v. The Islamic Republic of Iran, before the Iran-United States Claims Tribunal, hereby grants to Mark N. Bravin, Esq., of the law firm of Morgan, Lewis & Bockius, Washington, D. C., a limited power of attorney for the purpose of negotiating and signing, on behalf of TCSB, Inc., any documents that may be required to finalize and give effect to the settlement between the parties in Case No. 12118.

Sincerely,


David M. Fender
President, TCSB

THE STATE OF TEXAS, |
COUNTY OF SMITH. |

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME this the 14th day of October, 1988, by DAVID M. FENDER.


Notary Public in and for
THE STATE OF TEXAS

(Catherine D. Buchanan)
My Commission Expires: 3/2/91